

# EXHIBIT A

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**Duane Morris®**

*FIRM and AFFILIATE OFFICES*

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ALLIANCES IN MEXICO

January 23, 2025

**VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Vanguard Logistics Services (USA), Inc.  
5000 Airport Plaza Drive, Suite 200  
Long Beach, CA 90815

**Re: *Beemac Logistics LLC v. Vanguard Logistics Services (USA), Inc.*  
Court of Common Pleas of Beaver County, Pennsylvania  
Case No. 2025-10119**

Dear Vanguard Logistics Services (USA), Inc.:

This firm represents Beemac Logistics LLC ("Beemac"). Pursuant to Rules 403 and 404 of the Pennsylvania Rules of Civil Procedure, enclosed please find a copy of the Complaint that Beemac filed today against Vanguard Logistics Services (USA), Inc. in the Beaver County Court of Common Pleas at Case No. 2025-10119.

I have also attached a copy of the Initial Case Management Conference Order issued by the Court.

Very truly yours,

  
Daniel B. McLane

DBM:cam  
Enclosures

DUANE MORRIS LLP

625 LIBERTY AVENUE, SUITE 1000 PITTSBURGH, PA 15222-3112  
DM116118310.1

PHONE: +1 412 497 1000 FAX: +1 412 497 1001

**IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA**

**BEEMAC LOGISTICS LLC,**

**Plaintiff**

**v.**

**VANGUARD LOGISTICS SERVICES  
(USA), INC.**

**Defendant.**

**CIVIL DIVISION**

**Case No. 10119-2025**

**COMPLAINT**

**Filed on Behalf of Plaintiff**

**Counsel of Record for this Party:**

**Daniel B. McLane  
Pa. ID No. 77019  
dbmclane@duanemorris.com**

**Thomas E. Sanchez  
Pa. ID No. 311199  
tesanchez@duanemorris.com**

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625 Liberty Avenue, Suite 1000  
Pittsburgh, PA 15222-3112  
(412) 497-1000 (telephone)  
(412) 497-1001 (facsimile)**

**FILED OR ISSUED  
2025 JAN 23 1 A 8:57  
JESSIE JONES  
PROthonotary  
BEAVER COUNTY, PA.**

**IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA**

BEEMAC LOGISTICS, LLC

Plaintiff

v.

VANGUARD LOGISTICS SERVICES  
(USA), INC.

Defendant.

CIVIL DIVISION

Case No.

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**LAWYER REFERRAL SERVICE OF THE BEAVER COUNTY BAR ASSOCIATION**

788 Turnpike Street

Beaver, PA 15009

Telephone Number: (724) 728-4888

**IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA**

**BEEMAC LOGISTICS, LLC**

**Plaintiff**

**v.**

**VANGUARD LOGISTICS SERVICES  
(USA), INC.**

**Defendant.**

**CIVIL DIVISION**

**Case No.**

**COMPLAINT**

Plaintiff Beemac Logistics, LLC, by its attorneys, Duane Morris LLP, files this Complaint against Defendant Vanguard Logistics Services (USA), Inc.

**I. PARTIES**

1. Beemac Logistics, LLC ("Beemac") is a Pennsylvania limited liability company with a principal place of business located at 2747 Legionville Road, Ambridge PA 15003.

2. Upon information and belief, Defendant Vanguard Logistics Services (USA), Inc. ("Vanguard") is a California corporation with a principal place of business located at 5000 Airport Plaza Drive, Suite 200 Long Beach, California, 90815.

**II. JURISDICTION AND VENUE**

3. This Court has jurisdiction over Vanguard and the claims stated herein because the matters which gave rise to this action occurred within Beaver County and the Commonwealth of Pennsylvania.

4. Venue is appropriate in this Court because the material facts which gave rise to this action occurred within Beaver County and further, venue is appropriate in this Court because Beemac's principal office, from which it transacts business, is located in Beaver County.



### III. BACKGROUND

5. Beemac is a professional logistics company that provides logistics services, including services as a property broker pursuant to a license issued by the Federal Motor Carrier Safety Administration.

6. Upon information and belief, Vanguard operates as a freight broker and freight forwarder within the United States.

7. Upon information and belief, Vanguard regularly conducts business as a freight broker and freight forwarder within the Commonwealth of Pennsylvania, including through its operations located in Bensalem, Pennsylvania.

8. On numerous occasions between May 2024 and September 2024, Vanguard requested Beemac to provide logistics services for the internal transportation of Vanguard's customers' freight between various locations within the United States.

9. On each occasion, Vanguard offered certain loads to Beemac and/or Beemac responded to a request from Vanguard for a rate quote.

10. On each occasion, a contract was formed when Vanguard informed Beemac that it accepted Beemac's quoted rate by issuing a bill of lading to Beemac for each load.

11. On each occasion, Vanguard represented to Beemac that Vanguard accepted Beemac's rate and agreed to pay Beemac for its services.

12. On each occasion between May 2024 and September 2024, and in direct and reasonable reliance upon Vanguard's representations of payment and issuance of a bill of lading, Beemac fulfilled its contractual obligations to Vanguard and provided the substantial services that Vanguard requested.

13. On each occasion, Vanguard readily accepted the benefit of Beemac's services.

14. Upon Beemac's completion of the services that Vanguard requested, Beemac issued invoices to Vanguard for payment.

15. Despite repeated requests by Beemac, Vanguard has failed and refused to make payment for any of the invoices at issue in this action.

16. The May 2024 – September 2024 invoices at issue in this case are too numerous to attach to this Complaint. However, the invoice number, dates and amounts at issue in this action that Beemac issued and that Vanguard has refused to pay (hereinafter the "Unpaid Invoices") are the following:

a. Invoice No. 1433415	May 22, 2024	\$3,400
b. Invoice No. 1461006	June 24, 2024	\$3,925
c. Invoice No. 1466149	June 26, 2024	\$2,900
d. Invoice No. 1474384	July 11, 2024	\$3,100
e. Invoice No. 1457246	July 17, 2024	\$1,235
f. Invoice No. 1482594	July 17, 2024	\$3,800
g. Invoice No. 1466200	July 18, 2024	\$3,100
h. Invoice No. 1482597	July 19, 2024	\$4,100
i. Invoice No. 1489150	July 26, 2024	\$4,050
j. Invoice No. 1494866	July 31, 2024	\$2,900
k. Invoice No. 1503243	August 14, 2024	\$2,850
l. Invoice No. 1505264	August 23, 2024	\$2,200
m. Invoice No. 1512206	August 26, 2024	\$2,850
n. Invoice No. 1511567	August 27, 2024	\$3,100
o. Invoice No. 1518077	September 3, 2024	\$3,100

p. Invoice No. 1521949	September 4, 2024	\$2,100
q. Invoice No. 1513820	September 5, 2024	\$2,100
r. Invoice No. 1518738	September 5, 2024	\$2,800
s. Invoice No. 1523865	September 5, 2024	\$2,800
t. Invoice No. 1520741	September 11, 2024	\$1,235
u. Invoice No. 1531080	September 13, 2024	\$2,750

17. The total amount of the Unpaid Invoices that Vanguard has failed and refused to pay Beemac is \$60,395.

18. Vanguard has materially breached each of the contracts that were formed with Beemac for each of the Unpaid Invoices.

19. Vanguard's actions have been intentional and without any justification.

20. Vanguard has acted in bad faith to the detriment of Beemac.

21. All conditions precedent to the filing of this Complaint have been satisfied.

## COUNT I

### BREACH OF CONTRACT

22. Beemac incorporates paragraphs 1- 21 of this Complaint as though they were fully set forth at length herein.

23. Each of Vanguard's contracts with Beemac for the Unpaid Invoices is a valid, enforceable contract supported by valuable consideration.

24. Beemac has timely, fully and properly performed all of its obligations for each of the Unpaid Invoices with Vanguard.



25. Vanguard has materially breached each of its contracts for the Unpaid Invoices by failing and refusing to make full payment to Beemac in the amount of \$60,395, excluding interest, which is long past due.

26. Vanguard's material breaches have been willful, intentional and unprivileged.

27. As a direct and proximate result of Vanguard's material breaches, Beemac has been substantially damaged in an amount not less than \$60,395.

WHEREFORE, Beemac respectfully requests that judgment be entered in its favor and against Vanguard in an amount not less than \$60,395, plus interest, all costs incurred in pursuit of this action and for such other and further relief as the Court deems just and proper.

## COUNT II

### UNJUST ENRICHMENT

28. Beemac incorporates paragraphs 1- 27 of this Complaint as though they were fully set forth at length herein.

29. By repeatedly requesting and repeatedly accepting the substantial value of Beemac's services for Vanguard's business needs and benefit without fair payment or consideration to Beemac, Vanguard has been unjustly enriched for its own financial gain to the substantial detriment of Beemac.

30. Accordingly, it would be unjust and inequitable for Vanguard to retain the benefit of Beemac's substantial services without payment in full to Beemac.

WHEREFORE, Beemac respectfully requests that judgment be entered in its favor and against Vanguard in an amount not less than \$60,935, plus interest, all costs incurred in pursuit of this action and for such other and further relief as the Court deems just and proper.

**COUNT III**

**ACCOUNT STATED**

31. Beemac incorporates paragraphs 1- 30 of this Complaint as though they were fully set forth at length herein.

32. Beemac has demanded Vanguard to make payment of the \$60,395 due to Beemac.

33. Vanguard has not credibly denied or counter-demanded that the \$60,395 is due in full and owing to Beemac.

WHEREFORE, Beemac respectfully requests that judgment be entered in its favor and against Vanguard in an amount not less than \$60,395, plus interest, all costs incurred in pursuit of this action and for such other and further relief as the Court deems just and proper.

**COUNT IV**

**FRAUD IN THE INDUCEMENT**

34. Beemac incorporates paragraphs 1 – 33 of this Complaint as though they were fully set forth at length herein.

35. Vanguard materially and intentionally misrepresented and/or failed to disclose facts that it had a duty to disclose, including that Vanguard would not pay Beemac for the services it provided that Vanguard requested.

36. Beemac was justified and reasonably relied at all material times on Vanguard's material, yet false, representations that it would pay Beemac for the substantial services Beemac provided. At the time of Vanguard's material misrepresentations, Beemac was unaware of their falsity and believed Vanguard's representations to be true.

37. At the time Vanguard made its material misrepresentations to induce Beemac to provide its substantial services, Vanguard knew or should have known that it would not pay Beemac for those services.

38. Vanguard's material representations were made with knowledge of their falsity and with the intent to mislead and induce Beemac to provide the services at issue in the Unpaid Invoices.

39. Vanguard knew that Beemac relied upon its material representations and/or omissions of fact as an inducement to provide the services at issue in the Unpaid Invoices.

40. Had Beemac known of Vanguard's intentional and material misrepresentations and omissions, it would not have performed the substantial services it provided at issue in the Unpaid Invoices.

41. As a proximate result of Vanguard's intentional and material misrepresentations, inducements and omissions, Beemac has sustained substantial damages.

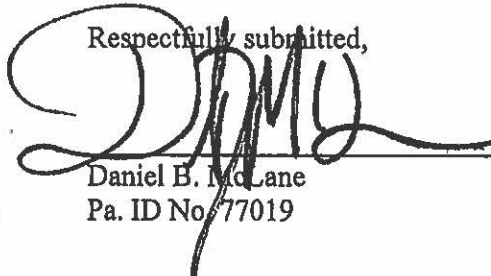
42. The tortious conduct of Vanguard was knowingly, deliberately and intentionally committed without any privilege or justification.

WHEREFORE, Beemac respectfully requests that judgment be entered in its favor and against Vanguard in an amount not less than \$60,395, plus interest, all costs incurred in pursuit of this action and for such other and further relief as the Court deems just and proper.

**JURY TRIAL DEMANDED**

Dated: January 22, 2025

Respectfully submitted,



Daniel B. McLane  
Pa. ID No. 77019

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Thomas E. Sanchez  
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tesanchez@duanemorris.com

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625 Liberty Ave, Suite 1000  
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(412) 497-1000 (telephone)  
(412) 497-1001 (facsimile)

*Attorneys for Plaintiff, Beemac Logistics,  
LLC*

**VERIFICATION**

I, Kris Dworakowski, state that I am authorized to execute this Verification on behalf of Beemac Logistics, LLC and that the averments in the foregoing Complaint are true and correct to the best of my knowledge, information and belief, and further that these averments are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.



Dated: January 22, 2025

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Kris Dworakowski



IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY  
CIVIL DIVISION

**INITIAL CASE MANAGEMENT CONFERENCE ORDER**

CASE NO: 2025-10119

BEEMAC LOGISTICS LLC

**\*\* VERSUS \*\***

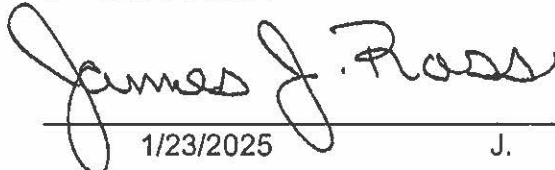
VANGUARD LOGISTICS SERVICES (USA), INC.

The above-captioned case is scheduled for an initial case management conference before Judge TOCCI, LAURA J. on April 28, 2025 at a time to be set by future Scheduling Order in Courtroom 2. The attorneys and/or *pro se* litigants must be prepared to advise the Court of their intentions with regard to discovery and pursuit of the case. The Court will set a schedule based upon the discussions at this conference. This conference will not be continued absent a motion for continuance, with good cause shown, presented in Civil Motions Court of this Court held as listed in the court calendar. **It shall be the responsibility of plaintiffs counsel to serve a copy of this Order to all counsel/parties. If this is an appeal from a Magistrate District Judge decision, it shall be the responsibility of the appellants counsel or the appellant to serve a copy of this Order to all counsel/parties.**

It shall be the responsibility of all parties to complete and file with the Court the Civil Case Summary Form provided in the Local Rule of Civil Procedure 301A.

FILED OR ISSUED  
2025 JAN 23 / A 8:57  
JODI JOYES  
PROCLERK BY  
BEAVER COUNTY, PA.

BY THE COURT,

  
1/23/2025 J.